



## TABLE OF CONTENTS

I.	JURISDICTION .....	1
II.	BACKGROUND .....	1
III.	PARTIES BOUND .....	2
IV.	DEFINITIONS .....	2
V.	PAYMENT OF RESPONSE COSTS .....	3
VI.	FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT .....	4
VII.	COVENANTS BY EPA .....	6
VIII.	RESERVATIONS OF RIGHTS BY EPA .....	6
IX.	COVENANTS BY SETTLING PARTIES .....	7
X.	EFFECTS OF SETTLEMENT/CONTRIBUTION .....	7
XI.	RETENTION OF RECORDS .....	8
XII.	NOTICES AND SUBMISSIONS .....	9
XIII.	INTEGRATION/APPENDICES .....	10
XVI.	PUBLIC COMMENT .....	10
XV.	ATTORNEY GENERAL APPROVAL .....	10
XVI.	EFFECTIVE DATE .....	10

## I. JURISDICTION

1. This Administrative Settlement Agreement and Order on Consent ("Settlement Agreement") is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of the EPA by EPA Delegation No. 14-14-D and re-delegated through the Director of the Superfund Division, and through the Deputy Director of the Superfund Division, to the Chief of the Superfund Enforcement and Information Management Branch.

2. This Settlement Agreement is made and entered into by EPA and the parties listed on Appendix A hereto, ("Settling Parties"). Each Settling Party consents to and will not contest EPA's authority to enter into this Settlement Agreement or to implement or enforce its terms.

## II. BACKGROUND

3. This Settlement Agreement concerns the Sikes Oil Service Site ("Site") located at 3551 Athens Highway in Arcade, Jackson County, Georgia. EPA alleges that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. The Site owner/operator processed used oil at the Site until operations ceased in 2005. The Site owner/operator collected the used oil from various industrial clients. On June 19, 2005, an explosion occurred at the Site that, among other things, caused the destruction of a tanker truck filled with oil, the destruction of a portion of a Site building, and the release of hazardous substances from tanks and drums maintained at the Site.

5. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook response actions at the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604.

6. An EPA On-Scene Coordinator ("OSC") responded to the emergency and oversaw the initial response actions. From June to September 2006, EPA removed oil, wastewater, and drums from the Site.

7. In September of 2007, EPA entered into an Administrative Settlement Agreement and Order on Consent ("AOC") with the Timken U.S. Corporation, which subsequently completed a non time-critical removal action at the Site.

8. EPA has incurred response costs at or in connection with the Site.

9. EPA alleges that Settling Parties are responsible parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and are jointly and severally liable for response costs incurred

or to be incurred at or in connection with the Site.

10. EPA and Settling Parties recognize that this Settlement Agreement has been negotiated in good faith solely for the purpose of resolving a legal dispute and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law.

### III. PARTIES BOUND

11. This Settlement Agreement shall be binding upon EPA and upon Settling Parties and their successors and assigns. Any change in ownership or corporate or other legal status of a Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter such Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

### IV. DEFINITIONS

12. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or in any appendix attached hereto, the following definitions shall apply:

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601, *et seq.*

The term "day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal holiday, the period shall run until the close of business of the next working day.

"Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XVI.

"EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Interest" shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on



October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year.

“Paragraph” shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean EPA and Settling Parties.

“Past Response Costs” shall mean all costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in connection with the Site through January 27, 2011, plus accrued Interest on all such costs through such date.

“RCRA” shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6901, *et seq.* (also known as the Resource Conservation and Recovery Act).

“Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

“Settlement Agreement” shall mean this Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

“Settling Parties” shall mean those parties identified in Appendix A.

“Site” shall mean the Sikes Oil Service Superfund Site, encompassing approximately 4.4 acres, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia, situated within the Arcade City limit and depicted generally on the map attached as Appendix B.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA.

## V. PAYMENT OF RESPONSE COSTS

13. Payment by Settling Parties for Past Response Costs. Within five business days after Settling Parties receive notice from EPA that this Settlement Agreement has been signed by EPA and approved by the Attorney General or his/her designee, Settling Parties shall deposit \$313,191.60 into an escrow account in a duly chartered bank or trust company that is insured by the Federal Deposit Insurance Corporation. If the Settlement Agreement is not made effective after public comment, the monies placed in escrow shall be returned to Settling Parties. If the Settlement Agreement is made effective after public comment, Settling Parties shall, within 15 days of the Effective Date, cause the monies in the Escrow Account to be paid to EPA in

accordance with Paragraphs 14 and 15 below.

14. Payment by Settling Parties shall be made to EPA by Fedwire Electronic Funds Transfer ("EFT") to:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33 33 Liberty Street, New York, NY 10045  
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

and shall reference Site/Spill ID Number A4KM and the EPA docket number for this action.

15. At the time of payment, Settling Parties shall send notice that payment has been made to EPA in accordance with Section XII, and to the EPA Cincinnati Finance Office by email at [acctsreceivable.cinwd@epa.gov](mailto:acctsreceivable.cinwd@epa.gov), or by mail to

EPA Cincinnati Finance Office  
26 Martin Luther King Drive  
Cincinnati, Ohio 45268

Such notice shall reference the Site/Spill ID Number A4KM and EPA docket number for this action. A copy of the payment must also be mailed to: U.S. EPA, Region 4, Attn: Paula V. Painter, 61 Forsyth Street, SW, Superfund Division 11<sup>th</sup> Floor, Atlanta, GA 30303.

## VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

16. Interest on Late Payments. If Settling Parties fail to make any payment required by Paragraph 13 by the required due date, Interest shall accrue on the unpaid balance through the date of payment.

17. Stipulated Penalty.

a. If any amounts due to EPA under Paragraph 13 are not paid by the required date, Settling Parties shall be in violation of this Settlement Agreement and shall pay to EPA, as a stipulated penalty, in addition to the Interest required by Paragraph 16, \$3,000.00 per violation per day that such payment is late.

b. Stipulated penalties are due and payable within 30 days after the date of demand for payment of the penalties by EPA. All payments to EPA under this Paragraph shall be identified as "stipulated penalties," shall reference the Site/Spill ID Number A4KM and the EPA docket number for this action, and shall be made by Fedwire Electronic Funds Transfer



("EFT") to:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33 33 Liberty Street, New York, NY 10045  
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

c. At the time of payment, Settling Parties shall send notice that payment has been made to U.S. EPA, Region 4, Attn: Paula V. Painter, 61 Forsyth Street, SW, Superfund Division 11<sup>th</sup> Floor, Atlanta, GA 30303, and to the EPA Cincinnati Finance Office by email at [acctsreceivable.cinwd@epa.gov](mailto:acctsreceivable.cinwd@epa.gov), or by mail to

EPA Cincinnati Finance Office  
26 Martin Luther King Drive  
Cincinnati, Ohio 45268

Such notice shall reference the Site/Spill ID Number A4KM and EPA docket number for this action.

d. Penalties shall accrue as provided in this Paragraph regardless of whether EPA has notified Settling Parties of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

18. In addition to the Interest and Stipulated Penalty payments required by this Section and any other remedies or sanctions available to EPA by virtue of Settling Parties' failure to comply with the requirements of this Settlement Agreement, any Settling Party who fails or refuses to comply with the requirements of this Settlement Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the United States, on behalf of EPA, brings an action to enforce this Settlement Agreement, Settling Parties shall reimburse the United States for all costs of such action, including but not limited to costs of attorney time.

19. The obligations of Settling Parties to pay amounts owed to EPA under this Settlement Agreement are joint and several. In the event of the failure of any one or more Settling Parties to make the payments required under this Settlement Agreement, the remaining Settling Parties shall be responsible for such payments.

20. Notwithstanding any other provision of this Section, EPA may, in its unreviewable

discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Parties from payment as required by Section V or from performance of any other requirements of this Settlement Agreement.

## VII. COVENANTS BY EPA

21. Covenants for Settling Parties by EPA. Except as specifically provided in Section VIII (Reservations of Rights by EPA), EPA covenants not to sue or take administrative action against Settling Parties pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover Past Response Costs. These covenants shall take effect upon receipt by EPA of the payment required by Paragraph 13 (Payment by Settling Parties for Past Response Costs) and any Interest or stipulated penalties due thereon under Paragraph 16 (Interest on Late Payments) or 17 (Stipulated Penalty). These covenants are conditioned upon the satisfactory performance by Settling Parties of their obligations under this Settlement Agreement. These covenants extend only to Settling Parties and do not extend to any other person.

## VIII. RESERVATIONS OF RIGHTS BY EPA

22. EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to all matters not expressly included within the Covenants for Settling Parties by EPA in Paragraph 21. Notwithstanding any other provision of this Settlement Agreement, EPA reserves, and this Settlement Agreement is without prejudice to, all rights against Settling Parties with respect to:

- a. liability for failure of Settling Parties to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States in responding to the releases or threat of releases of hazardous substances sent to the Site by Settling Parties that are not within the definition of Past Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606;
- d. criminal liability; and
- e. liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments.

23. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, that the United States may have



against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

#### IX. COVENANTS BY SETTLING PARTIES

24. Settling Parties covenant not to sue and agree not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs and this Settlement Agreement, including but not limited to:

a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

b. any claims arising out of the response actions at the Site for which the Past Response Costs were incurred, including any claim under the United States Constitution, the Constitution of the State of Georgia, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, as amended, or at common law; and

c. any claim against the United States, including any department, agency, or instrumentality of the United States, pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs.

25. Nothing in this Settlement Agreement shall be deemed to constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. 300.700(d).

#### X. EFFECT OF SETTLEMENT/CONTRIBUTION

26. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that each Party may have with respect to any matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613 (f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

27. The Parties agree that the actions undertaken by Settling Parties in accordance with this Settlement Agreement do not constitute an admission of any liability by any Settling Party. Settling Parties do not admit, and retain the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in Section II of this Settlement Agreement.

28. The Parties agree that this Settlement Agreement constitutes an administrative settlement for purposes of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and that each Settling Party is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), or as may be otherwise provided by law, for "matters addressed" in this Settlement Agreement. The "matters addressed" in this Settlement Agreement are Past Response Costs. The Parties further agree that this Settlement Agreement constitutes an administrative settlement for purposes of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B), pursuant to which Settling Parties have, as of the Effective Date, resolved their liability to the United States for Past Response Costs.

29. Effective upon the execution of this Settlement Agreement by the Settling Parties, Settling Parties agree that the time period after the date of its execution shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the "matters addressed" as defined in Paragraph 28, and that, in any action brought by the United States related to the "matters addressed," the Settling Parties will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches estoppel, or other defense based on the passage of time after their execution of this Settlement Agreement. If EPA gives notice to Settling Parties that it will not make this Settlement Agreement effective pursuant to Paragraph 39, the statute of limitations shall begin to run again commencing ninety days after the date such notice is sent by EPA.

30. Each Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify EPA in writing no later than 60 days prior to the initiation of such suit or claim. Each Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify EPA in writing within 10 days after service of the complaint or claim upon it. In addition, each Settling Party shall notify EPA within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

31. In any subsequent administrative or judicial proceeding initiated by EPA, or by the United States on behalf of EPA, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Parties shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenant by EPA set forth in Section VII.

## XI. RETENTION OF RECORDS

32. No later than thirty days after the Effective Date, each Settling Party shall submit to EPA all non-privilege documents not yet submitted to EPA that are responsive to EPA's



information requests sent to Settling Parties, pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e). Settling Parties shall not be held jointly liable for each Settling Party's respective obligation pursuant to this Paragraph of the Settlement Agreement. Additionally, each Settling Party certifies individually that, to the best of its knowledge and belief, after thorough inquiry, it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any documents (other than identical copies) relating to its potential liability regarding the Site since the earlier of notification of potential liability by the United States or the State or the filing of suit against it regarding the Site and that it has fully complied with any and all EPA and State requests for information pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

## XII. NOTICES AND SUBMISSIONS

33. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Written notice as specified in this Section shall constitute complete satisfaction of any written notice requirement of this Settlement Agreement with respect to EPA and Settling Parties.

### As to EPA:

Anita L. Davis, Chief  
Superfund Enforcement and  
Information Management Branch  
United States Environmental Protection Agency  
Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303

Caroline B. Philson  
Associate Regional Counsel  
United States Environmental Protection Agency  
Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303

Paula V. Painter  
Environmental Protection Specialist  
United States Environmental Protection Agency  
Region 4  
61 Forsyth Street, SW  
Atlanta, GA 30303

As to Settling Parties:

On behalf of the PRP Group

Elizabeth B. Davis  
Thompson Hine, LLP  
Two Alliance Center  
3560 Lenox Road  
Suite 1600  
Atlanta, GA 30326

XIII. INTEGRATION/APPENDICES

34. This Settlement Agreement and its appendices constitutes the final, complete and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices are attached to and incorporated into this Settlement Agreement:

“Appendix A” is a complete list of the Settling Parties;

“Appendix B” is the map of the Site.

XIV. PUBLIC COMMENT

35. This Settlement Agreement shall be subject to a public comment period of not less than 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may modify or withdraw its consent to this Settlement Agreement if comments received disclose facts or considerations which indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XV. ATTORNEY GENERAL APPROVAL

36. The Attorney General or his designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

XVI. EFFECTIVE DATE

37. The effective date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 37 has closed and that comments received, if any, do not require modification of or EPA withdrawal from this Settlement Agreement.



IT IS SO AGREED:

U.S. Environmental Protection Agency

By:



Anita L. Davis, Chief  
Superfund Enforcement and  
Information Management Branch

8 day of June, 2011

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of CERCLA Docket Number 04-2011-3753, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
[Address]

By: \_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Date]

# Appendix A

## List of Settling Parties

## Appendix A - Settling Parties

Aiken Trucking  
AmeriPride Services, Inc.  
Apple Mountain Resort & Golf Club  
Athens Plumbing & Well Supply, Inc.  
Athens Septic & Drain Service  
Athens Technical College  
Athens Transit, a Department of the Unified Government of Athens-Clarke County  
AutoZone Texas, LP  
Berry Coating, Inc.  
Blake and Pendleton, Inc.  
Brad's Auto Machine  
Bridge Terminal Transport, Inc. —  
Chandler Equipment Company  
ClarkWestern Building Systems, Inc. —  
Credit Cars  
Environmental Remedies  
Eaton Corp.  
Euclid Chemical  
Fieldale Farms  
Fresh Express Incorporated, successor to Fresh-Cuts, LLC d/b/a Fresh Express Atlanta  
Freudenberg-NOK General Partnership  
Fuel Quality Services —  
GEO Specialty Chemicals, Inc.  
Gruma Corporation d/b/a Mission Foods  
Industrial Painting Services —  
Jackson County Board of Education  
Jefferson Blanking, Inc.  
KD Acquisition I, LLC d/b/a Kings Delight  
KD Acquisition I, LLC (Southeastern Freezer)  
Koch Foods  
Leon Farmer & Co. —  
Lina Enterprises d/b/a/ Airport Mini Mart  
Marfak Trucking  
Mayfield Dairy Farms  
Morris Hatchery —  
Olympic Oil Company  
Petroleum Tank Maintenance  
Pittman Construction Company  
Pittman's Transmission  
Purina Mills, LLC —  
Reddy Ice Corporation —



Rhodia Inc.

Ross Operating Valve Company d/b/a/ Ross Controls

Sensenich Propeller Service, Inc. —

Shasta Beverages, Inc. —

Smith Exxon —

Southeastern Freezer —

U.S. Waste Industries, Inc.

UFP Eastern Division, Inc.

University of Georgia —

Walton EMC

Waste Pro of Georgia, Inc.

Williams Bros. Lumber Company

ZF Industries

# Appendix B

Map of Sikes Oil Service Site



THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3757, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Aiken Trucking  
[Name]  
2078 Dunlap Ext. Rd  
Winterville GA 32683  
\_\_\_\_\_  
[Address]

By: James H. Carter 4/26/11  
[Name] [Date]



THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3757, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: HUSSAIN S IMAM

[Name]  
LINA ENTERPRISES INC

d.b.a. AIRPORT MINI MART

1989, WINTERVILLE RD. ATHENS - GA-3060

[Address]

By: HUSSAIN S IMAM  
[Name]

MAY 10 - 2011  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3757, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Ameri Pride Services Inc.  
[Name]  
10801 Wayzata Blvd  
Minnetonka Mn  
55305  
[Address]

By: Brian E. Keegan 5/3/11  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3752<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :


FOR SETTLING PARTY: APPLE MOUNTAIN RESORT & GOLF CLUB

[Name]

901 ROCK FORD GREEN RD.

CLARKESVILLE, GA 30523

[Address]

By:   
[Name]

4/25/11  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-375~~7~~<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Athens Plumbing & Well Supply, Inc.  
[Name]  
380 Nantahala Ave.  
Athens, GA 30601

\_\_\_\_\_  
[Address]

By: Donald A. Lometts 5-3-11  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3757 relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia:

FOR SETTLING PARTY:

Athens Septic & Drain  
[Name]

410 Wolf Creek Trl  
Hull, GA 30046

[Address]

By: [Signature]  
[Name]

01/16/11  
[Date]

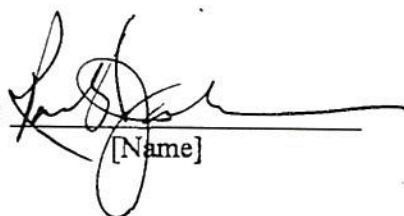


THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3757, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Athens Technical College  
[Name]

Athens, GA

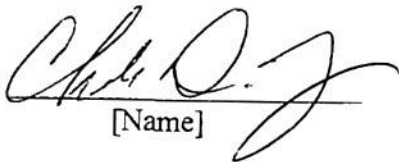
[Address]

By:   
[Name]

5/8/11  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3752,<sup>7</sup> relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Unified Government of Athens-Clarke County  
[Name]  
Athens Transit  
375 Satula Ave.  
Athens, GA 30603  
[Address]

By:   
[Name]

4-29-11  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3752<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: AutoZone Texas, LP  
[Name]  
123 S. Front St.  
Memphis, TN  
38103  
[Address]

By: Rebecca W. Ballou 5-3-11  
[Name] V.P. [Date]

By: BW Galt 5-3-11  
[Name] [Date]

APPROVED AS TO LEGAL FORM

D. Hill [Signature]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3752<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Berry coatings inc  
[Name]  
P.O. Box 61  
High Shoals, GA.  
30645  
[Address]

By: 1000  
[Name]

4-25-11  
[Date]



THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-375<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: BLAKE & PENOLETON, INC

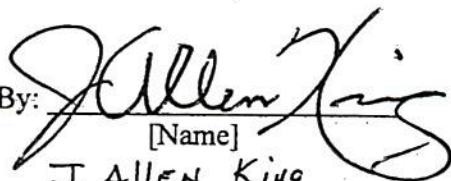
[Name]

269 North St.

MACON, GA 31206

[Address]

By:



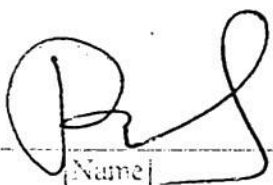
[Name]

J. ALLEN King  
PRESIDENT

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3752<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia:

FOR SETTLING PARTY: BRADS Auto Machine  
[Name]  
2070 ALLIED DR.  
GAINESVILLE GA.  
30501  
[Address]

By:  [Name] 5 3 11 [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3753, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Bridge Terminal Transport  
[Name]  
HANS STEG MOLLER, PRESIDENT  
9300 ARROWPOINT BLVD  
CHARLOTTE NC 28273  
[Address]

By: Rae St. John 5/5/11  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3758<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Chandler Equipment Company  
[Name]  
1111 East Ridge Road  
Danville, GA 30501

\_\_\_\_\_  
[Address]

By: William B. Chandler 5-5-2011  
[Name] [Date]



THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3757, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: DAVID L. KEEBLER, EVP  
[Name]  
CLARK WESTERN BONDING SYSTEMS, INC  
9100 CENTRE POINTE DR, SUITE 210  
WEST CHESTER, OH 45069  
[Address]

By: David L. Keeler 5/3/2011  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3753, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Credit Card  
[Name]  
2200 Browns Bridge Rd  
Gainesville, Ga  
30501  
[Address]

By: Redn L  
[Name]

5-11-11  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3753<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Eaton Corporation  
[Name]  
1111 Superior Avenue  
Cleveland, OH 44114  
\_\_\_\_\_  
[Address]

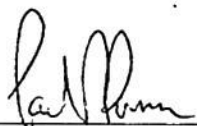
By: Jill Bautista  
[Name]  
Jill Bautista  
Senior Attorney

May 5 2011  
[Date]  
May 5, 2011

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3753<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Environmental Remedies, LLC  
[Name]

460 Sawtell Avenue, SE  
Atlanta, GA 30315  
[Address]

By:   
[Name]  
Paul P. Powers  
General Manager

05/04/2011  
[Date]



THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3752, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY:

NICHOLAS ADAMS  
[Name]  
The Euclid Chemical Co.  
19018 Redwood Rd  
Chevelans OH 44110  
[Address]

By:

[Signature] 5-10-11  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-375<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY:

Fieldale Farms

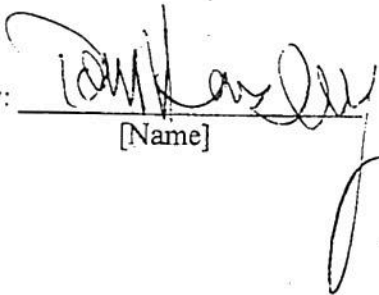
[Name]

555 Broiler Blvd

Baldwin, GA 30511

[Address]

By:



[Name]

[Date]


THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3752<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Fresh Express Incorporated

[Name]  
950 East Blanco Road

Salinas, CA 93901

[Address]

By:   
[Name]

May 5, 2011  
[Date]

Joseph W. Bradley, Vice President

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3753, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Robert G. Evans, General Counsel  
[Name]  
Freudenberg-NOK General Partnership  
47690 East Anchor Court  
Plymouth, Michigan 48170 USA  
[Address]

*Freudenberg-NOK General Partnership*  
By: *Robert G. Evans* *May 3, 2011*  
[Name] [Date]  
*Robert G. Evans*  
*General Counsel*

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3757, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY:

Fuel Quality Services, Inc.  
[Name]  
P.O. Box 1380  
Flowery Branch, GA 30542

\_\_\_\_\_  
[Address]

By:

Debra Chesneau  
[Name]

5/16/11  
[Date]



THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3752, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Industrial Painting Services, Inc.  
[Name]

P.O. Box 1568

Buford, GA 30515

\_\_\_\_\_  
[Address]

By: Liehl Hynes  
[Name]

5/12/2011  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3753, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: GEO SPECIALTY CHEMICALS, Inc.  
[Name]

340 MATHERS ROAD  
AMBLER, PA 19002

\_\_\_\_\_  
[Address]

By:

George J. Tena  
[Name]

5/6/11  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3757, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Jackson Co. School  
[Name]

1660 Wenden Way.

Jackson, GA 30544  
[Address]

By: Shannon Adams  
[Name]

5/2/11  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3757, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY:

Jefferson Blankin  
[Name]  
North Holland Blvd  
Princeton, GA

[Address]

By:


Randy Parker 5/11/11  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-375~~2~~<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: KD Aquisition I, LLC d/b/a Kings Delight  
[Name]  
2063 Memorial Park Rd.  
Gainesville, GA 30504

\_\_\_\_\_  
[Address]

By:

  
[Name]  
Lee Turner

4/29/11  
[Date]



THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3756, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Koch Foods  
[Name]  
221 Meadow Drive  
Cumming, GA  
30040-2691  
[Address]

By: May Selinger 5/3/11  
[Name] [Date]  
Counsel for Koch Foods

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3753, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia:

FOR SETTLING PARTY: LEON FARMER, Jr Co

[Name]

100 RAIL RIDGE ROAD

ATHENS, GEORGIA

30607

[Address]

By:



[Name]

4/20/11

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3757, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY:

Marfab Trucking  
[Name]

P.O. Box 406

FLOWERY BRANCH

GA 30542

[Address]

By:

Laethlin J. Roper  
[Name]

5/11/2011  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3752<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY:

Mayfield Dairy Farms  
[Name]  
1160 Broadway Ave  
Boswell, GA 30517

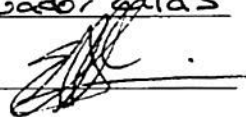
\_\_\_\_\_  
[Address]

By:

Dennis Beach  
[Name]

May 3, 2011  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3752, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Salvador Elias  
  
1159 COTWOOD LN  
IRVING, TX 75038

By: GRUMA CORPORATION April, 29, 2011

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3756, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

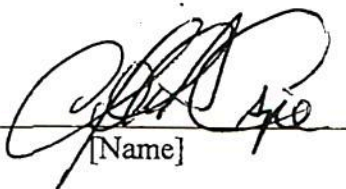
FOR SETTLING PARTY: Edward G Morris  
[Name]  
Morris Hatchery Inc  
18370 SW 232 Street  
Miami, FL 33170  
[Address]

By: Edward Morris 5/3/2011  
[Name] [Date]



THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3753, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Olympic Oil Co.  
[Name]  
476 Moreno St.  
Gainesville,  
GA 30501  
[Address]

By:   
[Name]

5/04/2011  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3753, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY:

Petroleum Tank Maintenance

[Name]

408 Shani Lane

Webster GA

301 89

[Address]

By

[Signature]

[Name]

5/3/11

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3755<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Pittman Construction Company  
[Name]

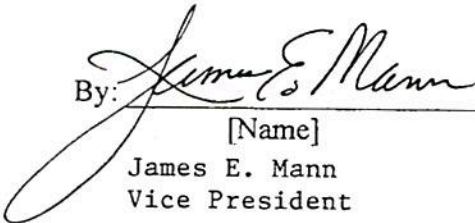
1487 Farmer Road

P. O. Box 155

Conyers, GA 30012

[Address]

By:



[Name]

James E. Mann  
Vice President

April 29, 2011

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3752, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: James Pittman, Sr.  
[Name]  
580 Homer Rd  
Commerce, GA 30529  
Pittman's Transmission  
[Address]

By: James Pittman Jr. 5-3-2011  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3756, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Purina Mills, LLC.  
[Name]  
1080 County Rd F West.  
Shoreview MN 55126  
\_\_\_\_\_  
[Address]

By:  5/3/11  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3753, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY:

Reddy Ice Corp  
[Name]  
8750. N. Central Expressway  
Ste 1800  
Dallas, Tx. 75231  
[Address]

By:

B. Daniel  
[Name]

4/25/11  
[Date]



THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3758, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia ;

FOR SETTLING PARTY: FRED ELLERBUSCH

[Name]

DIRECTOR

RHODIA INC

8 CEDARBROOK DRIVE

[Address]

CRANBURY, N.J. 08512

By:

  
[Name]

5-4-2011

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3758<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Ross Operating Valve Company  
[Name]  
d.b.a. Ross Controls  
1250 Stephenson Hwy  
Troy MI 48063  
[Address]

By: [Signature] 25 APR 11  
[Name] [Date]  
LAURA M. STENZAR  
Secretary

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3752, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Sensenich Propeller Service, Inc

[Name]

519 E. Airport Road

Lititz PA 17543

[Address]

By: [Signature] Pres.  
[Name]

5/3/2011  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3758, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY:

Shasta Beverages, Inc

[Name]

8100 SW 16th St. #4000

Fort Lauderdale, FL 33324

[Address]

By:

D. R. G. M. G.

[Name]

5/4/2011

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3752, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY:

SMITH EXXON

[Name]

1555 Oglethorpe Ave.

ATHENS, GA. 30606

[Address]

By:

Jesse J. Smith


[Name]

MAY 3, 2011

[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3756, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: KD Aquisition I, LLC  
[Name]  
Southeastern Freezer  
1155 Candler Rd.  
Guinesville, GA 30507  
[Address]

By:   
[Name]  
Lee Turner

4/29/11  
[Date]



THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3758, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: U.S. Waste Industries, Inc.  
[Name]  
4420 Jefferies  
Walterboro, SC 29488

\_\_\_\_\_  
[Address]

By: Donald E. Goldman 5/6/11  
[Name] [Date]  
DONALD E. GOLDMAN  
Chief Financial Officer

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3758, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

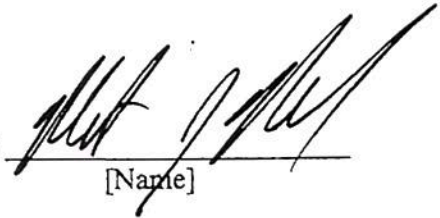
FOR SETTLING PARTY: UFP EASTERN DIVISION, INC.  
[Name]

5200 HIGHWAY 138

SUITE 200

UNION CITY, GA 30291  
[Address]

By:

  
[Name]

May 4, 2011  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3756<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: University of Georgia  
[Name]  
Physical Plant Division  
0201 Chicopee Complex  
Athens, GA 30602  
[Address]

By: R.F. Johnson  
[Name]  
R.F. Johnson  
Associate Vice President

5/4/2011  
[Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-375<sup>7</sup>, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: Walton E.M.C.  
[Name]  
842 Hwy. 78, NW  
P.O. Box 260  
Monroe, GA 30655  
[Address]

By:  May 5, 2011  
[Name] [Date]

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3756, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY:

Waste Pro of Georgia, INC.  
[Name]

2101 SR 434

Longwood,

Florida 32779

[Address]

By:

John J. Jennings as President  
[Name]

5/13/11  
[Date]

-12-

THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3756, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: WILLIAMS BROS. LUMBER COMPANY

[Name]

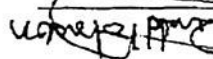
1506 CAMBERLY CV

ALPHARETTA, GA 30022-8416

GO TOM BOSTICK

[Address]

By:



[Name]

GERALD H. JOHNSON, CEO

[Date]

5/3/11



THE UNDERSIGNED SETTLING PARTY enters into this Settlement Agreement in the matter of EPA Docket Number 04-2011-3753, relating to the Sikes Oil Service Superfund Site, located at 3551 Athens Highway, in Arcade, Jackson County, Georgia :

FOR SETTLING PARTY: ZF Industries Inc.

ALLAN B CURRIE, VP & CTO

1261 Palmour Drive, SW

Gainesville, GA 30501

[Address]

By: ALLAN B CURRIE  
[Name]

05/11/2011  
[Date]

ALLAN B. CURRIE  
VP & CHIEF TAX OFFICER

# Appendix A

## List of Settling Parties

#### Appendix A - Settling Parties

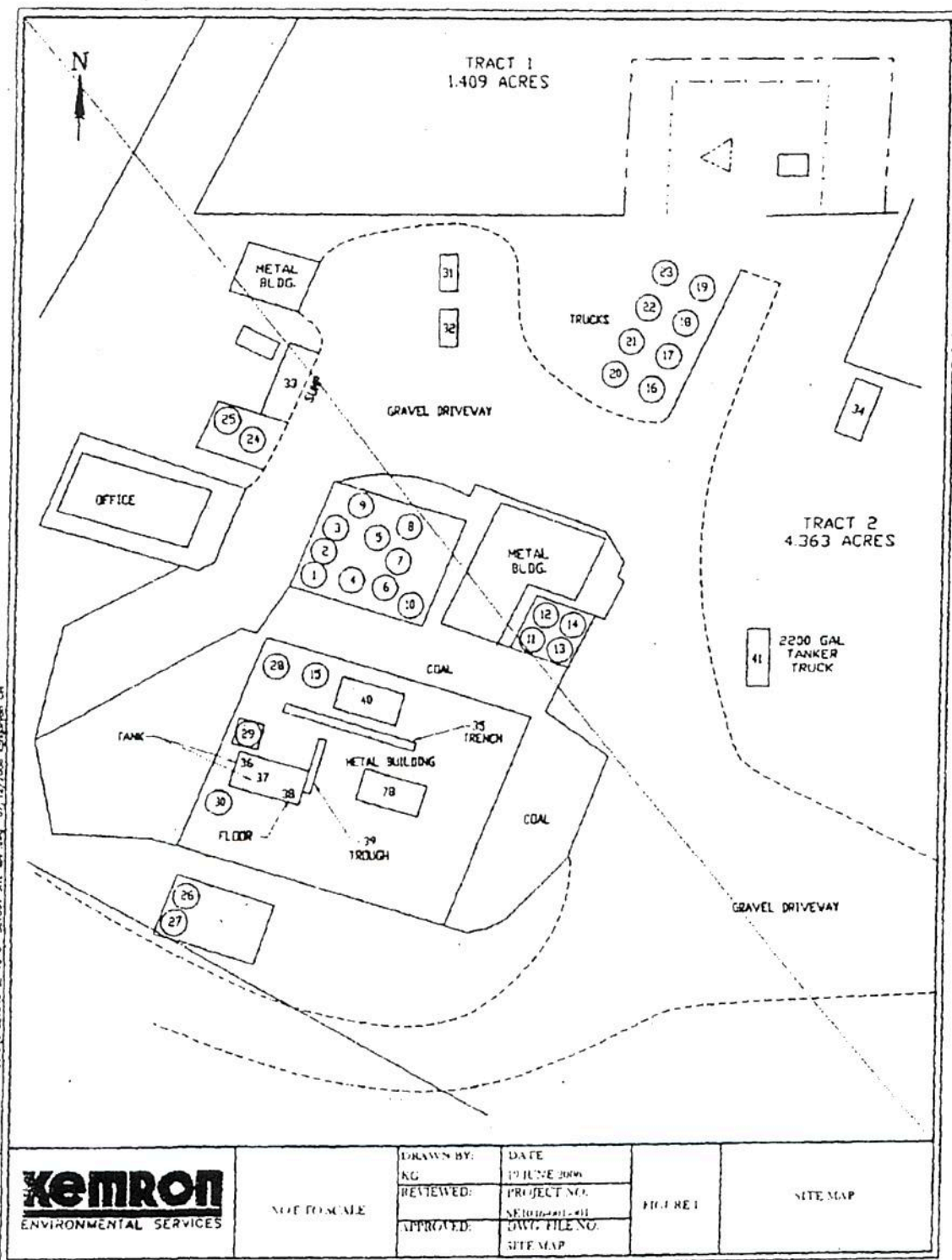
Aiken Trucking  
AmeriPride Services, Inc.  
Apple Mountain Resort & Golf Club  
Athens Plumbing & Well Supply, Inc.  
Athens Septic & Drain Service  
Athens Technical College  
Athens Transit, a Department of the Unified Government of Athens-Clarke County  
AutoZone Texas, LP  
Berry Coating, Inc.  
Blake and Pendleton, Inc.  
Brad's Auto Machine  
Bridge Terminal Transport, Inc.  
Chandler Equipment Company  
ClarkWestern Building Systems, Inc.  
Credit Cars  
Environmental Remedies  
Eaton Corp.  
Euclid Chemical  
Fieldale Farms  
Fresh Express Incorporated, successor to Fresh-Cuts, LLC d/b/a Fresh Express Atlanta  
Freudenberg-NOK General Partnership  
Fuel Quality Services  
GEO Specialty Chemicals, Inc.  
Gruma Corporation d/b/a Mission Foods  
Industrial Painting Services  
Jackson County Board of Education  
Jefferson Blanking, Inc.  
KD Acquisition I, LLC d/b/a Kings Delight  
KD Acquisition I, LLC (Southeastern Freezer)  
Koch Foods  
Leon Farmer & Co.  
Lina Enterprises d/b/a/ Airport Mini Mart  
Marfak Trucking  
Mayfield Dairy Farms  
Morris Hatchery  
Olympic Oil Company  
Petroleum Tank Maintenance  
Pittman Construction Company  
Pittman's Transmission  
Purina Mills, LLC  
Reddy Ice Corporation

Rhodia Inc.  
Ross Operating Valve Company d/b/a/ Ross Controls  
Sensenich Propeller Service, Inc.  
Shasta Beverages, Inc.  
Smith Exxon  
Southeastern Freezer  
U.S. Waste Industries, Inc.  
UFP Eastern Division, Inc.  
University of Georgia  
Walton EMC  
Waste Pro of Georgia, Inc.  
Williams Bros. Lumber Company  
ZF Industries

# Appendix B

Map of Sikes Oil Service Site

W. J. HILLMAN PROJECTING SERVICES, INC. 01/12/2006 12:00pm CH



**XEMRON**  
ENVIRONMENTAL SERVICES

NOT TO SCALE

DRAWN BY:	DATE
AG	19 JUNE 2006
REVIEWED:	PROJECT NO.
APPROVED:	SECTOR FILE NO.
	SITE MAP

FIGURE 1

SITE MAP

